
**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

IN RE: NATIONAL FOOTBALL LEAGUE
PLAYERS' CONCUSSION
INJURY LITIGATION

No.:2:12-md-02323-AB

MDL No. 2323

THIS DOCUMENT RELATES TO:
MICHAEL DOWNS

NOTICE OF ATTORNEY'S LIEN

Pursuant to the Amended Rules Governing Attorneys' Liens adopted by the Court on October 3, 2018, rules of procedure, and the executed Retainer Agreement between Petitioner and Plaintiff, Petitioner, David D. Langfitt, Esquire, of LANGFITT GARNER PLLC, hereby notify this Court and all parties that they have a lien in this case for reasonable attorney's fees, plus expenses and costs, as set forth in the accompanying Petition to Establish Attorney's Lien.

Respectfully submitted,

LANGFITT GARNER PLLC

Dated: June 22, 2020

By: *Isl David D. Langfitt*
David D. Langfitt, Esquire (PA ID No.
66588)
Two Commerce Square
2001 Market Street, Suite 3900
Philadelphia, PA 19103
(215)772-2260

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CERTIFICATE OF SERVICE

The undersigned does hereby certify that a true and correct copy of the foregoing Notice of Attorney's Lien was filed via the Electronic Case Filing System in the United States District Court for the Eastern District of Pennsylvania, on all parties registered for *CM/ECF* in the litigation.

Respectfully submitted,

LANGFITT GARNER PLLC

Dated: June 22, 2020

By: *Isl David D. Langfitt*
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**Langfitt Garner PLLC
NFL CONCUSSION
RETENTION AGREEMENT**

Client Name: Michael Downs
Spouse's Name: Daughter Carolynn M. Downs (daughter)
Spouse's Email: _____ Spouse's Cellphone: 214-534-4003
Years Played in NFL: 9
Actual Games on Active Team Roster for Each Year: Dallas Cowboys: 1981 (15), 1982 (9), 1983 (16), 1984 (16), 1985 (16), 1986 (16), 1987 (12), 1988 (16) Phoenix Cardinals: 1989 (5).
Positions Played: Defensive back
Address: 1405 Knob Hill Dr.
City: Desoto State: TX Zip Code: 75115
Cell Phone: 214-680-1694 Email: michael.downs26@tx.rr.com
Primary Care Doctor Name: _____
Address: _____ Phone Number: _____
Health Insurance: NA Policy holder: _____ Policy ID: _____
Date of Birth: June 9, 1959
Social Security Number: 456-98-1573

The CLIENT, MICHAEL DOWNS, (hereinafter collectively the "CLIENT"), and Langfitt Garner PLLC (2001 Market Street, Suite 3900, Philadelphia, PA 19103) specifically David Langfitt (hereinafter "Attorneys"), in consideration of the mutual promises contained herein, for the purposes of providing legal services to the CLIENT, agree as follows:

1. The CLIENT hereby retains and employs the Attorneys to represent the CLIENT in connection with any and all claims the CLIENT may have arising out of MICHAEL DOWNS'S participation as a player in games, practices, or training sponsored or approved by the National

Football League ("NFL") as those claims relate to head injuries, concussions, and/or brain trauma of any kind sustained by MICHAEL DOWNS.

2. The CLIENT retains the attorneys specifically in connection with the approved Settlement Agreement in the case captioned IN RE: NATIONAL FOOTBALL LEAGUE PLAYERS' CONCUSSION INJURY LITIGATION, No. 2:12-md-02323-AB-MDL No. 2323, Civ. Action No. 14-00029-AB (hereinafter the "Settlement Agreement").

3. The parties acknowledge and agree that the CLIENT retains the Attorneys on a contingency fee basis for the claims and/or civil actions in connection with the NFL Settlement Agreement, and that CLIENT shall pay Attorneys a fee for their services in an amount equal to 20% (twenty percent) of the gross proceeds of recovery by the CLIENT, if any, specifically in connection with the NFL Settlement Agreement.

4. The CLIENT understands and agrees that recovering for this claim and/or in connection with the Settlement Agreement may require the expenditure of funds for case-related and administrative-related expenses and costs, such as the costs of travel expenses, settlement administrative costs and fees, and filing fees.

5. The Attorneys and the CLIENT agree that, upon the CLIENT'S request and at the CLIENT'S option, the Attorneys will initially pay and thus advance all such expenses and costs on the CLIENT'S behalf, and that in the event of a recovery or award, the CLIENT will reimburse the Attorneys for such expenses and costs out of CLIENT'S recovery or award. In light of the fact that the case is now settled, those expenses are anticipated to be minimal.

6. The CLIENT shall keep the Attorneys informed at all times of all current address(es), telephone numbers, and e-mail address(es).

7. The CLIENT agrees not to discuss and/or negotiate and/or accept any other settlement regarding the subject matter of this case with any defendant, and/or potential defendant, without first consulting the Attorneys.

8. The CLIENT agrees not to discuss and/or negotiate with any defendant and/or potential defendant, without first consulting the Attorneys, any settlement claim in the context of the Settlement Agreement the Attorneys may file and/or administratively prosecute on the CLIENT'S behalf.

9. In the context of any administrative procedures connected with the Settlement Agreement, the CLIENT authorizes the ATTORNEYS to execute and sign any and all administrative and procedural documents, including disbursement checks, related to (a) the registration of the CLIENT for the Settlement Agreement and (b) any Claim the CLIENT asserts and files under the Settlement Agreement.

10. The CLIENT agrees that he will cease all activity on social media and recognizes that such activity can and will be used against him in the NFL Settlement. However, the CLIENT also agrees that he will not destroy any existing social media posts, as they could be evidence and must not be altered or destroyed.

11. This Agreement between the CLIENT and the Attorneys may be signed in counterparts, and each counterpart is valid. Together, the signed counterparts of each party shall constitute a fully executed agreement.

ACCEPTED AND AGREED:

CLIENT: Michael Downs
Michael Downs

Dated: 9/10/2019

ATTORNEYS:

By: David D. Langfitt, Esquire
David D. Langfitt, Esquire

Dated: 9/9/2019